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EQUITY — JURISDICTION — STIPULATION IN CONTRACT FOR RELIEF BY INJUNCTION. — The defendant contracted to sing in the plaintiff's troupe, one clause of the agreement being that the defendant's services were of so special a character that the plaintiff should be entitled, in case of breach, to enjoin the defendant's singing for any other person. *Held*, that the plaintiff is not entitled to an injunction. *Dockstader v. Reed*, 121 N. Y. App. Div. 846.

The refusal to grant an injunction in the present case seems a proper exercise of the court's discretion. For a discussion of the principles involved, see 21 HARV. L. REV. 368.

FEDERAL COURTS — JURISDICTION — WHAT CONSTITUTES A CONTROVERSY. — The complainants in a certain litigation had demanded payment of a debt due them and had been refused. The respondent, when sued, admitted all the allegations of the complainants' bill and joined in asking for a receiver for its property. The petitioner here sought to compel the circuit court to dismiss the complaint on the ground that there was no "controversy" between the parties as required by the statute defining the jurisdiction of the circuit court. 1 U. S. COMP. STAT., 507, 508. *Held*, that there was a controversy between the parties within the meaning of the statute. *Re Metropolitan Railway Receivership*, 208 U. S. 90.

Controversy does not include criminal cases, but only applies to civil suits. See *Matthews v. Noble*, 55 N. Y. Supp. 190. After a judgment has been paid and extinguished, no controversy remains upon which to predicate jurisdiction in an appellate court. *Dakota County v. Glidden*, 113 U. S. 222. Nor does one exist when the litigation is collusive, or controlled on both sides by the same person, or is based on a mere moot question not involving any right in the plaintiff. *Tenn., etc., Ry. Co. v. Southern Tel. Co.*, 125 U. S. 695; *Tyler v. Judges*, 179 U. S. 405. The court interprets "controversy" as meaning an unsatisfied justiciable claim. The existence of the latter does not depend upon the nature of the defendants' reply, but upon some previously existing state of facts. For it is absurd to say that the defendant can conclusively show that the plaintiff has no such claim by a plea admitting his every allegation. The petitioner's contention that no controversy exists where no issue is raised by pleadings would prevent judgments by consent or by default in the federal courts, and would weaken the entire statute by leaving federal jurisdiction to the caprice of the defendant. In the only case found where this argument has been made, it was dismissed with slight consideration. See *Hickman v. B. & O. Ry. Co.*, 30 W. Va. 296, 299.

FEDERAL COURTS — RELATIONS OF STATE AND FEDERAL COURTS — RETENTION OF JURISDICTION AFTER TERMINATION OF RECEIVERSHIP. — A railroad, after making mortgages, issued unsecured bonds and later consolidated with another railroad on terms which were held by the state court to give the bondholders a lien on the equity of redemption. The federal court held that a lien was not created. Other consolidations and mortgages followed, and later a receiver was appointed by a federal court. After foreclosure of all the mortgages, the property was sold and delivered to the defendant, but the court reserved jurisdiction until all claims against the property should be fully paid, with power of resale on default. After this decree the plaintiff obtained a judgment and an order of sale from a state court. *Held*, that the state court was without power to decree a sale of the property. *Wabash R. R. Co. v. Adelbert College*, 208 U. S. 38. See NOTES, p. 433.

HUSBAND AND WIFE — PROPERTY ACQUIRED BY HUSBAND AND WIFE — APPLICATION OF DOCTRINE OF TENANCY BY ENTIRETIES TO PERSONALTY. — A husband and wife sold land owned by them as tenants by entireties, taking a mortgage and bond payable to husband and wife. The latter died, and afterwards the bond was paid. *Held*, that one half the proceeds belongs to the wife's legal representatives. *In re Baum*, 106 N. Y. Supp. 113 (App. Div.).

At common law a conveyance of land to husband and wife makes them each tenant of the whole with survivorship, and owing to the suspension of the wife's